



**PDR**

**DEPARTMENT OF DEFENSE**

OFFICE OF CIVILIAN HEALTH AND MEDICAL PROGRAM OF THE UNIFORMED SERVICES

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OPERATIONS MANUAL**

**THE DIRECTOR, OCHAMPUS, HAS AUTHORIZED THE FOLLOWING CHANGE(S) TO OCHAMPUS  
MANUAL 6010.49-M, REISSUED JULY 1992:**

**PAGE CHANGE(S): PART TWO: Chapter 20**

**SUMMARY OF CHANGE(S):** THIS CHANGE IMPLEMENTS THE DEFENSE AND VETERANS HEAD  
INJURY PROGRAM (DVHIP) DEMONSTRATION. THIS CHANGE IS ISSUED IN CONJUNCTION WITH  
COM-FI MANUAL CHANGE NO. 93.

**EFFECTIVE DATE AND IMPLEMENTATION:** EFFECTIVE DATE IS AUGUST 1, 1997 AND  
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Sheila H. Sparkman  
Director, Program Development and Evaluation

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## Part Two

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## Demonstrations

### **M. Defense and Veterans Head Injury Program (DVHIP) Demonstration Project**

#### **1. Purpose**

*This demonstration project will compare traditional and cognitive rehabilitation for patients with Traumatic Brain Injury (TBI) under DVHIP Protocol II TBI Rehabilitation: A Controlled Randomized Multicenter Study of Two Interdisciplinary Programs with Adjuvant Pharmacotherapy (DVHIP Protocol II).*

#### **2. Background**

**a.** The Conference Report on the Defense Appropriations Act for Fiscal Year 1992 (House Report 102-328) supported the Department of Defense (DoD) to start an initiative for DoD victims of head injuries. The DVHIP was established in February 1992, and funded in part by direct appropriations to DoD(HA) from Congress. The DVHIP represents a unique collaboration among the Department of Defense (DoD), Department of Veterans Affairs (DVA), and the Brain Injury Association. The DVHIP can currently provide services at its DVA facilities only for those patients who are eligible for care within the DVA system. At present, this excludes the majority of TRICARE/CHAMPUS patients from participation in the DVHIP.

**b.** The current state of the medical literature does not allow for a TRICARE/CHAMPUS benefit for cognitive rehabilitation as it is considered investigational. The DVHIP has proposed a randomized, prospective trial that would hasten the answers to the current questions of outcomes regarding cognitive rehabilitation. Participation in these clinical trials will improve access to cognitive rehabilitation for TRICARE/CHAMPUS-eligible beneficiaries when their conditions meet protocol eligibility criteria. DoD financing of these procedures will assist in meeting clinical trial goals and arrival at conclusions regarding the safety and efficacy of cognitive rehabilitation in the treatment of TBI.

**c.** There are four Veterans Affairs Medical Centers (VAMCs) participating in this Demonstration - VAMC Palo Alto, California (known as VA Palo Alto Health Care System (VAPAHCS)); VAMC Minneapolis, Minnesota; VAMC Richmond, Virginia; and, VAMC Tampa, Florida.

**d.** Among TRICARE/CHAMPUS beneficiaries of all ages (5.4 million), approximately 5,000 have head injuries each year with 1,300 to 1,400 requiring hospitalization. The design of the cognitive rehabilitation protocol is limited to patients between the ages of 17 - 55 years. TRICARE/CHAMPUS population projections for fiscal year (FY) 1996 include approximately 2.1 million beneficiaries between 17 and 55 years of age. This Demonstration Project is conservatively projected to have approximately 100 TRICARE/CHAMPUS patients with TBI participating in the protocol each year.

**e.** DoD financing of these procedures will assist in meeting clinical trial goals and arrival at conclusions regarding the safety and efficacy of cognitive rehabilitation in the treatment of TBI.

### 3. Policy

**a.** Effective August 1, 1997, inpatient services for TBI under the DVHIP Protocol II, are authorized for those TRICARE/CHAMPUS-eligible patients who are:

**(1)** Evaluated at one of the four participating VAMCs for acceptance into the DVHIP Protocol II; and/or

**(2)** Randomized into a group under the DVHIP Protocol II.

**b.** The actual services will be provided by one of the four participating VAMCs identified in Section II.M.2.c., above. Reimbursement to participating VAMCs will be made based on a per diem rate of \$600.00 as provided in the memorandum of understanding (MOU) (Figure 2-20-M-1 through Figure 2-20-M-4) executed between DoD and each VAMC. The per diem is to cover all professional and institutional charges as specified in the MOU.

**c.** Beneficiary cost-shares applicable under TRICARE/CHAMPUS shall apply under the Demonstration. No deductible shall apply for inpatient services provided to TRICARE/CHAMPUS-eligible patients under the Demonstration.

**d.** For individuals with dual VA and DoD eligibility, the VA will be responsible for ensuring that an individual veteran's non-discretionary VA benefits are exhausted before utilizing benefits under the Demonstration. With regard to individuals with VA and DoD eligibility, VA will be responsible for the following beneficiary care: (a) all care for mandatory/non-discretionary veterans, and (b) all care for veterans for service-connected conditions.

**e.** The participating VAMC will be responsible for obtaining information regarding possible third party liability and other health insurance (OHI) coverage of the TRICARE/CHAMPUS-eligible patient. VAMC will collect from the third party or OHI in accordance with VA procedures and bill any remaining balance of the total per diem amount to the demonstration claims processor (Palmetto Government Benefits Administrator (PGBA)). In the event that the VAMC is unable to collect from a third party or the OHI for health care services that would be covered under the third party liability or by the OHI if provided by a private provider, no bill will be presented by the participating VAMC to PGBA. See Section II.M.7.b. of this chapter.

**f.** The Demonstration will terminate upon completion of the DVHIP Protocol II study which is projected to last for three (3) years. However, TRICARE Support Office (TSO)/OCHAMPUS reserves the right to terminate the claims processing contract for the Demonstration by giving sixty (60) days notice to the claims processor.

### 4. Applicability

**a.** The Demonstration is limited to TRICARE/CHAMPUS eligibles between the ages of 17 and 55 years of age (on the date of entry into the demonstration) who meet the criteria in the DVHIP Protocol II (see Figure 2-20-M-5). The demonstration does not apply to those beneficiaries enrolled in the Continued Health Care Benefit Program.

**b.** The DoD Demonstration project is separate from and not a part of the TRICARE/CHAMPUS program. Because demonstration benefits are not the same as TRICARE/CHAMPUS benefits, all inquiries related to the DVHIP protocol must be submitted to



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the Director, DVHIP (see Figure 2-20-M-1 through Figure 2-20-M-4); and, all inquiries related to participation in the Demonstration must be submitted to the Point of Contact (POC) at the participating VAMC (see Figure 2-20-M-1 through Figure 2-20-M-4). Claims inquiries and claims related to the Demonstration must be submitted to PGBA, DVHIP Demonstration Project, P.O. Box 100514, Florence, SC 29501-0514, toll-free number 1-800-779-3060.

**c.** Since TRICARE/CHAMPUS has no authority regarding the DVHIP protocol eligibility criteria, if a patient does not meet the criteria for participation, TRICARE/CHAMPUS appeal rights do not apply.

**d.** Services to TRICARE/CHAMPUS beneficiaries not covered under the Demonstration shall be subject to the requirements of the TRICARE/CHAMPUS program.

### 5. General Description of Administrative Process

**a.** PGBA shall verify the TRICARE/CHAMPUS eligibility of the patient on the Defense Enrollment Eligibility System (DEERS). See Section II.M.10. of this chapter.

**b.** Patient selection will be made by the DVHIP or the participating VAMC in accordance with the protocol (Figure 2-20-M-5). PGBA will not be involved in medical necessity or clinical review of the Demonstration claims.

**c.** Claims for approved care under the Demonstration will be submitted to PGBA for processing. See Section II.M.10. and Section II.M.11. of this chapter.

### 6. ASD(HA) Responsibilities

ASD(HA) is the designated Executive Agent for the Demonstration project. They shall designate a project officer in the Office of the DASD (Clinical Services) for the Demonstration. The project officer shall:

**a.** Provide clinical oversight.

**b.** Resolve any clinical issue among DoD, DVHIP and the VA.

### 7. Participating VAMC Responsibilities

**a.** For individuals with dual VA and TRICARE/CHAMPUS eligibility, the participating VAMC will be responsible for ensuring that individual veteran's non-discretionary VA benefits are exhausted before utilizing the demonstration benefits (see Figure 2-20-M-1 through Figure 2-20-M-4).

**b.** Participating VAMC will be responsible for obtaining information regarding possible third party liability and other health insurance (OHI) coverage of the TRICARE/CHAMPUS beneficiary.

**(1)** The VAMC shall collect from third party or the OHI in accordance with VA procedures and bill any remaining balance of the total per diem amount to the demonstration claims processor within thirty (30) days of the receipt of the payment from the OHI. The VAMC shall ensure proper entry regarding the OHI on the UB-92 claim form before submitting the claim form to the demonstration claims processor.

**(2)** In the event that the VAMC is unable to collect from a third party or the OHI for health care services that would be covered under the third party liability or by the OHI if provided by a private provider, no bill shall be presented by the VAMC to the DoD demonstration claims processor.

**c.** The VAMC shall determine patient acceptance for participation in the Demonstration in accordance with the protocol outlined in Figure 2-20-M-5.

**d.** Participating VAMC shall request reimbursement for inpatient services provided under the Demonstration completing a UB-92 and submitting the form to PGBA. Reimbursement will be requested based on the negotiated per diem rate of \$600 which will cover all professional and institutional services. The VAMC shall be responsible for collecting the beneficiary cost-shares from TRICARE/CHAMPUS patients. The billing itemization requirements are waived for the participating VAMCs.

**e.** For a TRICARE/CHAMPUS eligible patient, the VAMC shall submit to PGBA one claim for billing for the initial inpatient evaluation, rehabilitation care, and the initial post-discharge evaluation within thirty (30) calendar days upon completion of the initial post-discharge evaluation. Claims for admission at 6-, 12-, and 24-month follow-ups shall be submitted to PGBA by VAMC within thirty (30) days of completion of each follow-up evaluation. In a case where care of a TRICARE/CHAMPUS-eligible patient is terminated during or after the initial inpatient evaluation or prior to completion of the treatment under the DVHIP Protocol II, the VAMC shall submit the claims to PGBA within thirty (30) days of such termination.

**f.** The VAMC shall establish a POC to respond to inquiries related to participation in the Demonstration and for coordination with the demonstration claims processor, i.e., PGBA. Unless otherwise agreed between the VAMC and TSO/OCHAMPUS, the coordination support by the VAMC shall be provided for up to 12 months after termination of the demonstration.

**g.** VAMC shall appoint a social worker/case manager to assist the TRICARE/CHAMPUS beneficiaries in placement following discharge to ensure they receive the full benefit of any available health care entitlements.

## **8. DVHIP Responsibilities**

- a.** Respond to inquiries related to the DVHIP Protocol.
- b.** Provide status updates to ADH(HA).

## **9. TSO/OCHAMPUS Responsibilities**

The Director, TSO/OCHAMPUS (or designee) will provide for:

- a.** Demonstration claims processing via specific contractual arrangement with a claims processor.
- b.** Periodic review and evaluation of the Demonstration claims processing.
- c.** Specific written guidance to the Demonstration claims processor regarding claims processing under the terms of the Demonstration.

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**d.** Public affairs functions to properly inform and periodically update the patient and provider communities regarding the terms of the Demonstration.

### 10. Claims Processor Responsibilities

The claims processor i.e., PGBA, shall:

**a.** Verify the patient's eligibility on the Defense Enrollment Eligibility letter as appropriate (see Figure 2-20-M-6).

**(1)** If the DEERS reflects that the patient is not eligible, a notice shall be sent by PGBA to the patient/sponsor that in order for Demonstration benefits to be paid, the patient must be listed as eligible on DEERS. The patient shall be referred to the pass/ID card section of the military installation nearest to their home for an eligibility determination.

**(2)** If a patient is listed on DEERS as being eligible as of the date of entry into the Demonstration, all services provided by the participating VAMC during the course of Demonstration will be covered.

**b.** Publish a toll free telephone number to receive inquiries related to claims. The phone must be staffed 7 hours a day during normal business hours. The telephone number for PGBA is 1-800-779-3060.

**c.** Publish a mailing address to which Demonstration inquiries and claims may be sent for response and/or claims processing. The address is PGBA, DVHIP Demonstration, P.O. Box 100514, Florence, SC 29501-0514.

**d.** Refer eligible patients for evaluation to the participating VAMC that is nearest to the patient's residence.

**e.** Refer any inquiries regarding beneficiary participation in the Demonstration to the POC at the participating VAMC. (See Figure 2-20-M-1 through Figure 2-20-M-4).

**f.** Refer any inquiries regarding the DVHIP protocol to the Director, DVHIP.

**g.** Establish and maintain a database of patients participating in the Demonstration. The database shall include the patient's name, sponsor, social security number, facility name and address and total cost.

**h.** Provide the name, address, and phone number of the Demonstration point of contact to the participating VAMCs to assist in resolving claims, billings and DEERS eligibility verification related issues.

### 11. Claims Processing Requirements

**a.** PGBA shall follow the provisions of the respective MOUs (Figure 2-20-M-1 through Figure 2-20-M-4).

**b.** PGBA shall verify TRICARE/CHAMPUS eligibility on the DEERS upon request from participating VAMCs or sponsors and/or prior to payment.

**c.** Inpatient (professional and institutional) services provided as part of the DVHIP Protocol II will be reimbursed based on a per diem rate of \$600. The participating VAMC must submit the claim to PGBA on a UB-92.

**d.** Claims are to be submitted to PGBA by the VAMC in accordance with the instructions found in Section II.M.7.b. and Section II.M.7.e. of this Chapter.

**e.** Cost-shares applicable to TRICARE/CHAMPUS shall also apply under this Demonstration. No deductibles shall apply.

**(1)** PGBA shall query the Central Deductible and Catastrophic Cap File (CDCF) to determine the status of catastrophic cap met amounts for TRICARE/CHAMPUS eligible beneficiaries at the time the costs are listed on the voucher for processing and payment.

**(2)** PGBA shall determine what expenses to apply to the catastrophic cap and reports these to the CDCF. These expenses shall be reported at the same time the costs are listed on the voucher for processing, prior to payment of the claim.

**(3)** PGBA shall use query type 80. Type 80 (nonclaim update) is used to request crediting of amounts since this is a manual process.

**f.** Third party liability and double coverage provisions apply and determination of such is the responsibility of the participating VAMC. See Section II.M.7.b.

**g.** In double coverage situations, the Demonstration will pay the balance after the other health insurance payment has been applied by participating VAMC. See Section II.M.7.b..

**h.** PGBA shall ensure that the amount billed by the VAMC is correctly calculated based on the per diem rate of \$600 and application of any OHI and process the claim.

**i.** PGBA and the participating VAMC shall attempt to resolve any billing/claim issue. If an issue remains unresolved for thirty (30) days, it shall be brought to the attention of Managed Care Support Operations Branch, TSO/OCHAMPUS, DoD, Aurora, CO 80045-6900.

**j.** Claims for services provided under the Demonstration project will be processed manually.

**k.** A Nonavailability Statement (NAS) is not required under the Demonstration.

**1.** PGBA will make payments (from their letter of credit account(s) to each participating VAMC as required under this Demonstration. A separate letter of credit is not required.

**(1)** A voucher will be submitted as needed (but no more than once monthly to TSO Resource Management by express mail). The voucher will include a summary of payments being made and copies of the supporting documents for the payments. The summary of payments should be subtotaled by uniformed service involved and should include who payment was made to and amounts being paid. Voucher number will be in the

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same format as DRG pass-through vouchers except the last two digits will be service involved starting with a "5" (Army "51", Air Force "52", Navy "53", Other "55").

**(2)** Checks will not be released until clearance is received from TSO Resource Management. Clearance may be made telephonically but will be confirmed by fax.

**m.** Once processing is complete, the hard copy claims and any supporting documentation shall be filed alphabetically by the beneficiary last name by year. The claims shall be maintained on-site until the Demonstration is complete. Once the Demonstration is complete, claims and supporting documentation will be transferred to the Federal Records Center and shall be retained for an additional six (6) years.

**n.** Unless otherwise directed, PGBA shall provide for the claims processing support for the Demonstration for up to 12 months after termination of the demonstration.

**Figure 2-20-M-1 MOU Between the Department of VA Palo Alto Health Care System & DoD**

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE DEPARTMENT OF VETERANS AFFAIRS PALO ALTO HEALTH CARE  
SYSTEM  
PALO ALTO, CALIFORNIA  
AND  
THE DEPARTMENT OF DEFENSE

**SUBJECT:** Care of the Civilian Health and Medical Program of the Uniformed Services (CHAMPUS)/TRICARE Beneficiaries in the Veterans Affairs Palo Alto Health Care System (VAPAHCS), Palo Alto, California, under the Defense and Veterans Head Injury Program Protocol II.

**I. PURPOSE**

This Memorandum of Understanding (MOU) is to establish guidance for inpatient care for TRICARE/CHAMPUS beneficiaries in the VAPAHCS, Palo Alto, California (hereinafter referred to as "VAPAHCS"), under a demonstration project in which the Department of Defense (DoD) will participate in the DEFENSE AND VETERANS HEAD INJURY PROGRAM (DVHIP) PROTOCOL II TRAUMATIC BRAIN INJURY (TBI) REHABILITATION: A CONTROLLED, RANDOMIZED MULTICENTER STUDY OF TWO INTERDISCIPLINARY PROGRAMS WITH ADJUVANT PHARMACOTHERAPY.

**II. AUTHORITY**

This MOU is authorized by Section 201 of the Veterans Health Care Act of 1992, Pub. L. 102-585, 38 U.S.C. 8111, and 10 U.S.C. 1104.

**III. POLICY**

1. Effective August 1, 1997, the VAPAHCS shall provide inpatient services for TBI for the TRICARE/CHAMPUS-eligible patients according to the DVHIP Protocol II dated December 23, 1994 (attached).

2. The DoD shall reimburse VAPAHCS based on a negotiated per diem rate of ~~\$600.00~~ to cover all professional and institutional services associated with an admission of a TRICARE/CHAMPUS-eligible patient under the DVHIP Protocol II. The VAPAHCS shall be responsible for collecting the beneficiary cost-shares from the TRICARE/CHAMPUS-eligible patients. No deductible shall apply for inpatient services provided to TRICARE/CHAMPUS-eligible patients.

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**Figure 2-20-M-1    *MOU Between the Department of VA Palo Alto Health Care System & DoD (Continued)***

3. For individuals with TBI with dual VA and TRICARE/CHAMPUS eligibility, VAPAHCS shall be responsible for all care of such patients listed below under the DVHIP Protocol II. The VAPAHCS shall ensure that the care provided to the patients with dual eligibility listed below under the DVHIP is not billed to the DoD demonstration claims processor. With regard to the patients with dual VA and TRICARE/CHAMPUS eligibility, VAPAHCS shall be responsible for the following beneficiary care under the DVHIP until the enrollment system required by Public Law 104-262 is fully implemented:

- a. care for mandatory/non-discretionary veterans
- b. care for veterans for service-connected conditions

Upon implementation of that enrollment system, the VAPAHCS shall be responsible for veterans who are enrolled or who may be provided care from VA because they are exempt from enrollment.

4. For individuals without VA eligibility who appear to meet the inclusion criteria in the DVHIP Protocol II, VAPAHCS shall refer such patients to the DoD demonstration claims processor, namely, Palmetto Government Benefits Administrators (PGBA), for TRICARE/CHAMPUS eligibility verification on the Defense Enrollment Eligibility Reporting System (DEERS). The toll free telephone number for PGBA is 1-800-779-3060 and the address is:

PGBA  
DVHIP Demonstration Project  
P.O. Box 100514  
Florence, SC 29501-0514

Upon receipt of a written/faxed TRICARE/CHAMPUS eligibility verification of a beneficiary from PGBA, VAPAHCS shall furnish inpatient services to the beneficiary in accordance with the DVHIP Protocol II.

5. VAPAHCS shall be responsible for obtaining information regarding possible third party liability and other health insurance (OHI) coverage of the TRICARE/CHAMPUS beneficiary.

(1) VAPAHCS shall collect from the third party or the OHI in accordance with VA procedures and bill any remaining balance of the total per diem amount to the demonstration claims processor within thirty (30) days of the receipt of the payment from the OHI. VAPAHCS shall ensure proper entry regarding the OHI on the

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**Figure 2-20-M-1** *MOU Between the Department of VA Palo Alto Health Care System & DoD (Continued)*

UB-92 claim form before submitting the claim form to the demonstration claims processor.

(2) In the event that VAPAHCS is unable to collect from a third party or the OHI for health care services that would be covered under the third party liability or by the OHI if provided by a private provider, no bill shall be presented by VAPAHCS to the demonstration claims processor.

6. The VAPAHCS shall submit claims for TRICARE/CHAMPUS-eligible patients for inpatient care under the DVHIP Protocol II based on the per diem rate (paragraph 2) on a UB-92 claim form to the DoD demonstration claims processor at the address provided in paragraph 4, above. The DoD agrees to waive the billing itemization requirements.

7. For a TRICARE/CHAMPUS-eligible patient, the VAPAHCS shall submit one claim for billing for the initial inpatient evaluation, rehabilitation care, and the initial post-discharge evaluation within thirty (30) calendar days upon completion of the initial post-discharge evaluation. Claims for admissions at 6-, 12-, and 24-month follow-ups shall be submitted by VAPAHCS within thirty (30) calendar days of completion of each follow-up evaluation. In a case where care of a TRICARE/CHAMPUS-eligible patient is terminated during or after the initial inpatient evaluation or prior to completion of the treatment under the DVHIP Protocol II, the VAPAHCS shall submit the claim within thirty (30) calendar days of such termination.

8. The VAPAHCS shall appoint a social worker/case manager to assist the TRICARE/CHAMPUS beneficiaries in placement following discharge to ensure they receive the full benefit of any available health care entitlements.

9. In the event that a TRICARE/CHAMPUS-eligible patient receives care from the VAPAHCS and the care is determined not to be authorized under the DVHIP Protocol II, the VAPAHCS shall hold the TRICARE/CHAMPUS-eligible patient harmless for any cost of the care.

10. The VAPAHCS and the DoD demonstration claims processor (paragraph 4) shall establish points of contact who shall be familiar with this MOU and the TRICARE/CHAMPUS instructions regarding the DVHIP demonstration project. The points of contact shall assist in resolving claims, billings, DEERS eligibility verification, and other related issues as they arise.

11. Unless otherwise agreed between the VAPAHCS and TRICARE Support Office/OCHAMPUS, the VAPAHCS shall provide coordination support on any billing